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AMENDMENT, RATIFICATION, AND REVIVER OF OIL AND GAS LEASE

Highland Station Fract

State: Texas
County: Tarrant

Lease:

Effective Date: August 19, 2008

Lessor: Eagle Mountain-Saginaw Independent School District

Initial Lessee: Hott Resources, LLC

Lessee: Aspect Abundant Shale LP as current owner

Lands: 35.003 acres more or less in the Henry Robertson Survey, A-1798 Lease Recording Information: Document Number D207205899, of the Real

Property Records of Tarrant County, Texas

WHEREAS, Eagle Mountain-Saginaw Independent School District, whose address is 1200 Old Decatur Road, Fort Worth, TX 76179 (the "Lessor"), executed on May 14, 2007, a Paid Up Oil and Gas Lease (the "Lease") having a primary term of one (1) year from, and for as long thereafter as oil or gas or other substances covered by the Lease are produced in paying quantities from the leased premises or from lands pooled therewith or this Lease is otherwise maintained in effect pursuant to the provisions of the Lease. The Lease covers 35.003 acres more or less which is further described in Book 12096, Page 1338 of the Real Property Records of Tarrant County, TX (the "Lands"). The Lease was recorded per the Recording Information above.

WHEREAS, Hott Resources, LLC was the initial lessee of the Lease and pursuant to various assignments, Aspect Abundant Shale LP, whose address is 1775 Sherman Street, Suite 2400, Denver, CO 80203, is now the current lessee, (the "Lessee").

WHEREAS, on May 14, 2007, Lessor and Lessee entered into that certain Oil and Gas Lease, covering the Lease and Lands that had a primary term of the lease until May 14, 2008.

WHEREAS, it is the desire of Lessor and Lessee to extend and renew the primary term of the Lease which shall expire on August 19, 2009, and Lessor and Lessee ratify, adopt, confirm and revive the Lease all on the terms and conditions set forth herein;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, Lessor and Lessee agree as follows:

- 1. Lessor hereby amends, extends, ratifies, revives, adopts, and confirms the Lease and hereby lease, let and demise the Lease unto Lessee in accordance with the terms and provisions contained in the Lease for an additional one (1) year from the effective date hereof. Said one year shall be considered a renewed and revived "primary term" under the terms and provisions of the Lease.
- 2. Per Paragraph 11 of the Lease, Lessor hereby consents to Lessee assigning all of Lessee's interest in the Lease and Lands and its Amendments to Williams Production-Gulf Coast Company, LP ("Williams").

Lessor acknowledges the Lease is in full force and effect, and Lessor hereby grants, leases, and lets the lands to Lessee, as of the effective date hereof, on the terms and provisions provided in the Lease, as hereby amended.

Lessor warrants to be the owner of the Lands and the minerals in and under the Lands with full right and authority to execute this Amendment, Ratification, and Reviver, of Oil and Gas Lease.

This Amendment shall extend to and be binding upon both Lessor and Lessee, and their respective heirs, executors, administrators, successors, and assigns. Except as stated in this Amendment, Ratification, and Reviver of Oil and Gas Lease, the Lease shall continue in full force and effect as to all of its other terms and provisions.

This Amendment is signed by Lessor and Lessee as of the date of acknowledgment of their respective signatures below, but is effective for all purposes as of the Lease Effective Date stated above.

[Signature Page Follows]

Signature Page

Lessor:

[Signature]

Sarah Hollenstein

[Printed Name]

[Title]

Board President

[Entity]

Eagle Mountain-Saginaw Independent School District

STATE OF TEXAS

This instrument was acknowledged before me on 2008, by Sarah Hollenstein, Board President of the Eagle Mountain-Saginaw Independent School District.

Notary Public, State of Texas.

SEAL:

please Peturn to: 1775 Sherman St. Svite 2400 Denvel, CO 80203

Altn: Lynn Wolthen



ASPECT ABUNDANT SHALE 1775 SHERMAN ST STE 2400 ATTN; LYNN WORTHEN DENVER CO 80203

Submitter: ASPECT ABUNDANT SHALE LP

SUZANNE HENDERSON TARRANT COUNTY CLERK TARRANT COUNTY COURTHOUSE 100 WEST WEATHERFORD FORT WORTH, TX 76196-0401

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Filed For Registration:

09/02/2008 04:02 PM

4 PGS

Instrument #:

D208341550

LSE

\$24.00

Ву:_____

D208341550

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